



EXHIBIT 'A'

Equipment Finance Agreement Page 1 of 3

Federal Tax ID # _____ This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the financier/secured party.

COMPLETE LEGAL NAME AND FULL ADDRESS OF DEBTOR ("DEBTOR")

Mark Rice DBA: M & S Transport
7929 Lost Creek Road
Mansfield, TX 76063
(817) 770-1935

NAME AND FULL ADDRESS OF THE EQUIPMENT SUPPLIER ("SUPPLIER")

Coker Equipment Sales, Inc.
9100 Ambassador Row
Dallas, TX 75247
(214) 742-5221

SCHEDULE OF EQUIPMENT FINANCED ("EQUIPMENT") (include make, year, model, identification and model numbers or marks)

- (1)2019 Ford F650 VIN 1FDWX6DE6K0F02386 With
- (1)2019 Chevron 21' SN 21Oc-10S-06098-HB19 Steel Carrier With All Accessories, Attachments and Options

EQUIPMENT LOCATION (IF DIFFERENT FROM DEBTOR ADDRESS SHOWN):

SCHEDULE OF MONTHLY PAYMENTS

Initial Term	Commencement Date	Amount Of Each Payment During Initial Term	Advance Payments	Security Deposit
66	5/1/2019	66 @ \$2,628.85 Per Month Plus Tax, if applicable.	\$0.00 Applicable to Prepaid Payments for N/A Month(s) of the Initial Term or of any extended term of this Agreement as the case may be, plus Additional Provisions.	\$5,257.70

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

TERMS AND CONDITIONS

(THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE PART OF THIS AGREEMENT)

BEACON FUNDING CORPORATION, SECURED PARTY

Mark Rice DBA: M & S Transport, DEBTOR

DocuSigned by:
x Mark Byrne Date: April 30, 2019

DocuSigned by:
x Mark Rice Date: 4/24/2019

As additional inducement for us to enter into the Agreement (including each Supplement), the undersigned ("Guarantor") unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any Supplements fully and promptly. Guarantor agrees that we may make other arrangements including compromise or settlement with the borrower named above. The Guarantor waives all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify Guarantor if the borrower is in default. If the borrower defaults, Guarantor will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the borrower under the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, Guarantor expressly consents to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the borrower before enforcing this guaranty. By signing this guaranty, the Guarantor authorizes us to obtain personal credit bureau reports for credit and collection purposes. Guarantor waives jury trial in any dispute arising out of the Agreement or this guaranty. Customer agrees that by providing us with a telephone number for a cellular phone or other wireless device, Customer is expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system -- from Lessor or Secured Party, or its assigns, and its affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

DocuSigned by:
x Mark Rice Date: 4/24/2019

Mark Rice



Equipment Finance Agreement Page 2 of 3

- 1. FINANCE AGREEMENT:** Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay the cash price, you have chosen to request we finance for you the purchase price of personal property described under "ITEM DESCRIPTION" in this Agreement (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us, and you agree to all of the terms and conditions contained in this Agreement, which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement signed by both parties and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the commencement date and for the number of consecutive months shown above or on the applicable Supplement. You also agree to pay to us a pro-rated initial payment, prior and in addition to the payments set forth herein, in an amount equal to 1/30th of the monthly payment, multiplied by the number of days lapsing between the date on which payment is made to the supplier and the first payment due under this agreement. If any provision of this Agreement is declared unenforceable, the other provisions shall remain in full force and effect.
- 2. PAYMENTS:** Payments will be paid monthly, each in the amount of the monthly payment shown in the schedule of monthly payments or on the applicable Supplement plus any applicable tax. IF YOUR SCHEDULE OF PAYMENTS INCLUDES A BALLOON PAYMENT (the last payment of initial term) that balloon payment is due and payable in full as per schedule. If for any reason the balloon is not remitted when due, please refer to Paragraph 11 Default and Remedies. You will pay the security deposit on the date you sign this Equipment Finance Agreement. Subsequent payments will be due the first day of each payment period shown beginning after the first payment period. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully repaid, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$75.00 bad check charge will be assessed.
- 3. NONCANCELLABLE:** This is a noncancellable irrevocable agreement and may not be cancelled by you for any reason whatsoever.
- 4. WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. ALL EQUIPMENT SHALL BE PURCHASED ON AN 'AS IS, WHERE IS' BASIS. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.
- 5. LOCATION OF EQUIPMENT/INSPECTION:** You are the owner of the Equipment and agree to keep the Equipment free and clear of all liens and encumbrances and Debtor will keep, or permanently garage and not remove from such location for more than 30 days or from the United States for any period of time. We may inspect the Equipment at any time during normal business hours.
- 6. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at four percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance. The financier may install and maintain at its expense anti-theft or recovery devices on the vehicle provided that such devices do not substantially impair the borrower's use or operation of the vehicle. You agree to cooperate in the maintenance and effective use of such devices including (a) periodic testing; (b) replacement of batteries; (c) producing the vehicle or device for maintenance, testing, repairs or replacement; (d) providing Financier with passwords, codes, and such identification data as may be necessary to activate the device and initiate theft recovery procedures; and (e) promptly reporting the vehicle stolen to the appropriate law enforcement agency and the Financier to initiate theft recovery procedures.
- 7. COLLATERAL PROTECTION AND INSURANCE:** You agree to keep each item of Equipment fully insured against loss, naming us as lender's loss payable, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us before this Agreement begins. If you do not comply with this requirement, we will bill you and you will pay a contract protection surcharge as a result of our increased credit risk. THIS ADDITIONAL FEE IS NOT INSURANCE. You will use the Equipment only as permitted by law and such insurance.
- 8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.
- 9. TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code and reimburse us for all costs and expenses involved in documenting and servicing this transaction.
- 10. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent. You understand that the assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.
- 11. DEFAULT AND REMEDIES:** If you do not pay any payment or other sum due to other party or us when due or if you break any of your promises in this Agreement or any other agreement with us, you will be in default. If any part of the payment or any other amount owed to Secured Party is more than (5) days late customer shall pay a late charge of 15% of the total amount due, all or a portion of which is late (or such lesser rate as is the maximum rate available under applicable law). Notwithstanding, if we do not receive the last payment of the Initial Term, as set out on the Schedule of Monthly Payments (hereafter called the "Final Payment"), within (5) days of the date due, an additional Quarterly Default Charge shall be added in addition to the aforementioned late charge. The Quarterly Default Charge shall be the amount of the payment immediately preceding the Final Payment and shall be invoiced and due monthly for a (3) month period. If we do not receive the Final Payment prior to the end of the initial Quarterly Default Charge then the Quarterly Default Charge shall continue for subsequent quarterly periods until we receive the Final Payment or the Equipment is returned to us. If you are ever in default, we may increase the amount of each remaining payment by 15% (fifteen percent), we may retain your security deposit and, at our option, we can terminate or cancel this Agreement and require that you (1) pay the unpaid balance of this Agreement, including accrued but unpaid future payments, discounted to present value at four percent per annum and (2) unless you have paid the amount in (1), return the Equipment to us to a location designated by us or repossess the Equipment by Peaceable non-judicial means or through judicial process. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid and purchase the Equipment or any of it at such sale. The proceeds of sale, lease or other disposition shall first be applied to all costs and expenses incurred in taking, removing, holding, repairing and selling or otherwise disposing of the Equipment, attorneys fees and court costs, and our other obligations hereunder (excluding repayments); then to pay all sums remaining unpaid hereunder, with any remaining surplus belonging to you. You will be obligated to pay any deficiency remaining after such application of proceeds. We may recover interest on any unpaid balance at the rate of 12% per annum. We may also use any of the remedies available to us under Article 9 of the Uniform Commercial Code as enacted in the State of Illinois or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy. It is further agreed that our rights and remedies are governed exclusively by this agreement.

DS

Mark Rice Initial



EXHIBIT 'B'

BEACON FUNDING CORPORATION
3400 DUNDEE ROAD
SUITE 180
NORTHBROOK, IL 60062



TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

146655494

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FDWX6DE6KDF02386	2019	FORD	TT
		TITLE/DOCUMENT NUMBER	DATE TITLE ISSUED
		05750843612102023	06/06/2019

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER	ODOMETER READING
F65		17140	[REDACTED]	EXEMPT
PREVIOUS OWNER				REMARK(S)
LEE-SMITH, INC. CHATTANOOGA TN				
OWNER				
MARK RICE DBA: M & S TRANSPORT				DIESEL
7929 LOST CREEK ROAD				
MANSFIELD, TX 76063				

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN	1ST LIENHOLDER
04/30/2019	BEACON FUNDING CORPORATION
	3400 DUNDEE ROAD
	SUITE 180
	NORTHBROOK, IL 60062

1ST LIEN RELEASED _____ DATE _____

BY _____
AUTHORIZED AGENT

2ND LIEN RELEASED _____ DATE _____

BY _____
AUTHORIZED AGENT

3RD LIEN RELEASED _____ DATE _____

BY _____
AUTHORIZED AGENT

DATE OF LIEN 2ND LIENHOLDER

DATE OF LIEN 3RD LIENHOLDER

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE	_____ DATE
_____ SIGNATURE	_____ DATE
_____ SIGNATURE	_____ DATE